

Know All Men by These Presents, that

HYDE SCHOOL, of Bath, in the County of Sagadahoc and State of Maine, a corporation duly organized under the laws of the State of Maine,
in consideration of Twenty Thousand and 00/100-----

-----(\$20,000.00) Dollars
paid by Canal National Bank, a national banking association organized under the laws of the United States and having its principal place of business at One Canal Plaza, City of Portland, County of Cumberland and State of Maine, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto said Canal National Bank, its successors and assigns forever the following described real estate:

A certain lot or parcel of land, situated in Bath, in the County of Sagadahoc and State of Maine, with the buildings thereon, bounded and described as follows:

BEGINNING at the northwesterly corner of land sold by John W. Tibbetts to Nellie M. Oliver, February 8, 1893, formerly owned by Silas G. Bryant; thence running westerly on High Street Court sixty (60) feet to the northeasterly corner of land formerly owned by Elisha Varney, and later by Hyde Estate; thence southerly, parallel with High Street, to a point one hundred (100) feet south of the south line of High Street Court; thence running easterly by land of one Bernier and parallel with High Street Court sixty (60) feet to the southwest corner of land formerly owned by said Bryant as above mentioned; thence running northerly on the west line of said Bryant land to the point of beginning.

Meaning and intending to Mortgage the same premises as conveyed to the Grantor herein by Warranty Deed from Catherine M. Veilleux, of even date herewith, to be recorded in the Sagadahoc County Registry of Deeds, Book and Page to be assigned.

SEE VOL 662 PAGE 246

SEE VOL 612 PAGE 171

NOT A TRUE COPY

NOT A TRUE COPY ***

To Have and to Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Canal National Bank, its successors and assigns, to their use and benefit forever. And it does

Warrant and Defend the same to the said Grantee, its successors and assigns, that It is lawfully seized in fee of the granted premises; that they are free from all encumbrances; that It does have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors shall and will Warrant and Defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

Provided Nevertheless, that if the said Grantor, its successors, shall pay to the said Grantee, its successors or assigns, the sum of Twenty Thousand and 00/100--- (\$ 20,000.00) Dollars,

in accordance with the terms of a certain note of even date herewith or any renewals or extensions thereof and shall repay according to their terms all debts and obligations existing prior to or created simultaneously herewith due the Grantee by the Grantor hereof, and shall repay all future advances made at the option of Grantee, its successors and assigns, to the Grantor hereof in accordance with the terms of said future advances, all of which debts, obligations and advances may be evidenced by notes, credits, open accounts, overdrafts, endorsements, guaranties and any form of indebtedness, direct or indirect, written or oral, up to and not exceeding a total amount outstanding at any one time of Twenty Thousand and 00/100--- (\$20,000.00) Dollars,

with interest on any such indebtedness as agreed upon, and if not agreed upon as set by law, and while any such indebtedness is outstanding shall pay all taxes, assessments, and claims for which liens superior to this mortgage may be placed on the granted premises, to whomsoever laid, billed or assessed, and shall keep the buildings and improvements thereon insured against fire and other casualty for the benefit of, and in manner satisfactory to, Grantee, its successors and assigns, and shall repay to said Grantee, its successors and assigns, on demand all sums they may pay for taxes, assessments, superior lien claims, insurance, reasonable repairs, maintenance and improvements upon said premises, whether necessary or not, and all expenses, if any incurred, of foreclosure of this mortgage, together with reasonable counsel fees with interest on said sums as aforesaid, all of which sums to be included under the security of this mortgage, and shall not commit nor suffer any strip or waste of the granted premises, nor commit any breach of any covenants or agreement herein contained, all of which covenants, agreements and conditions hereof Grantor, for its successors, and assigns hereby agree to perform, then this deed as also all said indebtedness shall be void, otherwise shall remain in full force and effect. Upon breach of any covenant or agreement herein contained or contained in any evidence of indebtedness above described, the Grantee, its successors and assigns, may declare all indebtedness secured by this mortgage due and payable at once regardless of the terms of any such indebtedness not then in default.

It is an additional condition of the Grantor herein for breach of which foreclosure may be claimed and for breach of which all indebtedness secured hereby may be declared due and payable at once, that title to the within described mortgaged premises shall not pass from Grantor by deed, mortgage or operation of law, or from any subsequent title holder, either voluntarily or involuntarily. This condition shall continue until all indebtedness and obligations secured hereby are satisfied, and permission given, or election not to foreclose or accelerate said indebtedness by Grantee, its successors or assigns, as to any one such transfer, shall not constitute a waiver of any rights of Grantee, its successors or assigns, as to any subsequent such transfer of title as to which this condition shall remain in full force and effect. The term title as used herein shall mean the estate of the Grantor subject to the lien of this mortgage.

Provided, further, that if the Grantor herein is a corporation, the Grantee, its successors and assigns, shall have The Statutory Power of Sale in addition to any other remedies for breach of any covenant, condition or agreement herein contained.

In Witness Whereof, HYDE SCHOOL, has caused this instrument to be signed in its corporate name and sealed with its corporate seal, by LARRY KENNEDY, its Director of Development, thereunto duly authorized,

day of Sept in the year of our Lord one thousand nine hundred and seventy-seven. this 2nd

Signed, Sealed and Delivered in presence of

at New

HYDE SCHOOL

By: *Larry Kennedy*
(Director of Development)

State of Maine
County of Sagadahoc,

Personally appeared the above-named, LARRY KENNEDY, Director of Development of HYDE SCHOOL, and acknowledged the above instrument to be his free act and deed, in his said capacity, and the free act and deed of said corporation. Before me,

MY COMMISSION EXPIRES
APRIL 28, 1978

Notary Public

SAGADAHOC, SS
RECEIVED SEP 9 1977 4 11 05 P. M.
AND RECORDED FROM THE ORIGINAL REGISTER